

Canyon Creek Compression Company: First Revised Volume No. 1A
Title Page : Superseded

FERC GAS TARIFF

FIRST REVISED VOLUME NO. 1A

(Supersedes Original Volume No. 1A of
Canyon Creek Compression Company)

of

CANYON CREEK COMPRESSION COMPANY

Filed with

FEDERAL ENERGY REGULATORY COMMISSION

Communications Covering Rates
Should be Addressed to:

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Canyon Creek Compression Company
701 East 22nd Street
Lombard, Illinois 60148-5072

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PRELIMINARY STATEMENT

Canyon Creek Compression Company is a general partnership organized and existing under the laws of the State of Illinois, with its principal office at 701 East 22nd Street, Lombard, Illinois 60148-5072. Canyon's partners are NGPL-Canyon Compression Co. (a subsidiary of Natural Gas Pipeline Company of America), CIG-Canyon Compression Company (a subsidiary of Coastal Natural Gas Company), and URC Canyon Compression Company (a subsidiary of Universal Resources Corporation).

Canyon Creek Compression Company is a natural gas company engaged in the business of operating compression and other appurtenant facilities needed to compress gas supplies produced in the Whitney Canyon and Carter Creek areas of Wyoming.

This FERC Gas Tariff, Volume No. 1A of Canyon Creek Compression Company contains the rates and charges, rate schedules, and pro forma service agreements applicable to transportation and compression service performed by Canyon to which the provisions of Section 284.7 of the Commission's Regulations apply.

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SYSTEM MAP

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Fourth Revised Sheet No. 5 Fourth Revised Sheet No. 5 : Superseded

Superseding: Third Revised Sheet No. 5

SCHEDULE OF RATES TO BE CHARGED

| Rate Schedule FCS ----- | Rate per Mcf ----- | |
|--|-----------------------|------------------|
| | Maximum ----- | Minimum ----- |
| Reservation Charge per Month | \$ 2.05 | \$ 0.00 |
| Commodity Charge | \$.0211 | \$.0211 |
| | | |
| Authorized Overrun Service ----- | | |
| Overrun Rate | \$.0797 | \$.0211 |
| Maximum rate equal to Rate Schedule I of Volume No. 1 | | |
| | | |
| Rate Schedule ICS ----- | | |
| Commodity Charge | \$.0797 | \$.0211 |
| | | |
| ACA Charge ----- | | |
| Unit charge pursuant to Section 19 of Volume No. 1 General Terms and Conditions | \$.0026 | |

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Sheet Nos. 6 - 10 Sheet Nos. 6 - 10 : Superseded

Sheet Nos. 6 through 10
are being reserved for
future use.

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RATE SCHEDULE FCS
FIRM TRANSPORTATION AND COMPRESSION SERVICE

1. AVAILABILITY

1.1 This Rate Schedule FCS is available for firm transportation and compression service by Canyon Creek Compression Company (hereinafter referred to as "Canyon") for any entity (hereinafter referred to as "Customer") provided that:

(a) Capacity is available to provide service on a firm basis;

(b) Customer makes a valid request as defined in Section 4 hereof and executes a Firm Service Agreement (FCS Agreement) with Canyon applicable to service under this Rate Schedule FCS in the form contained in this Tariff; and

(c) Such service complies with the terms and conditions of this Rate Schedule FCS.

1.2 Canyon is not required to provide any requested transportation and compression service:

(a) For which capacity is not available on a firm basis;

(b) Which would require the construction, acquisition, modification or expansion of any facilities; provided, however, that Canyon may agree in its sole discretion to construct, acquire, modify or expand facilities to enable it to perform such services;

(c) Unless and until Customer has provided Canyon with the information required in Section 5 hereof;

(d) If Canyon determines that Customer does not meet the credit criteria outlined in Section 5.7 hereof;

(e) If Customer is unwilling to pay the maximum rate applicable to such service under this Rate Schedule FCS;

(f) If Customer fails to comply with any provision of this Rate Schedule FCS or the FCS Agreement; or

RATE SCHEDULE FCS

(g) If the applicable FCS Agreement has expired and no rollover agreement has been executed.

1.3 If Canyon is unable to meet all requests for service hereunder, the priority of service shall be governed by Section 3 of this Rate Schedule FCS.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The service provided under this Rate Schedule FCS shall be performed under Part 284 of the Commission's Regulations. This Rate Schedule FCS shall apply to all gas transported by Canyon for Customer pursuant to an FCS Agreement up to the Maximum Daily Quantity (MDQ) set forth in the Agreement.

2.2 Service hereunder shall be provided on a firm basis except for the following conditions:

(a) Service may be interrupted for any of the reasons set out in Section 14 hereof or whenever necessary to maintain gas quality or the integrity of Canyon's System.

(b) Canyon may also curtail service to any Customer which is delinquent in payments under the FCS Agreement upon thirty (30) days' prior notice in writing to the Customer. Ten (10) days prior to curtailing, Canyon shall send a second notice to the Customer and the Commission. Canyon shall not curtail if within that thirty (30) day period, or Canyon shall cease curtailing if thereafter, the Customer: (1) cures any deficiency, and (2) demonstrates it satisfies the credit criteria of subsection 5.7(a) or elects and complies with one of the options under subsection 5.7(b) hereof. Canyon shall notify the Commission in writing of any curtailment pursuant to this provision.

(c) If at any time Canyon is not reasonably satisfied with Customer's credit or ability to pay based on information received by Canyon, Canyon may request in writing that the Customer provide the information specified in subsection 5.7(a) hereof within ten (10) days of the notice so that Canyon may perform a new credit appraisal. If Customer fails to satisfy the credit criteria, Canyon shall notify Customer in writing and Customer shall elect and comply with one (1) of the options in subsection 5.7(b) hereof within ten (10) days of such notice. If Customer fails to timely provide the information or timely make an election and comply with the options, if applicable, Canyon may cease providing service until Customer complies with the applicable requirement. Canyon shall notify the Commission in writing of any curtailment under this provision.

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First Revised Sheet No. 12A First Revised Sheet No. 12A : Superseded

Superseding: Original Sheet No. 12A

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2.3 Service hereunder shall consist of the acceptance by Canyon of natural gas tendered by Customer for transportation and compression at the point(s) of receipt specified in the FCS Agreement, the transportation of that natural gas through Canyon's System, and the delivery of that natural gas, after appropriate reductions as set out in the FCS Agreement and Section 8.5 of the Volume No. 1 General Terms and Conditions, by Canyon to Customer or for Customer's account at the point(s) of delivery specified in the FCS Agreement. Canyon shall not be required to accept any gas tendered in excess of the MDQ specified in the FCS Agreement for each point(s) of receipt or for the aggregate of all point(s) of receipt.

2.4 Customer shall only tender gas for transportation under this Rate Schedule to the extent such service would qualify under the applicable statutes, regulations and Commission orders. For transportation to be provided under Subpart B of Part 284 of the Commission's Regulations, Customer shall provide to Canyon certification including sufficient information in order for Canyon to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Customer shall cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification prior to tendering gas for transportation and compression.

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Original Sheet No. 13 Original Sheet No. 13 : Superseded

RATE SCHEDULE FCS

3. PRIORITY OF SERVICE

3.1 Firm transportation and compression services of Canyon under this Rate Schedule FCS and Rate Schedule C shall have equal priority for System capacity over all Canyon's interruptible transportation and compression service. Authorized Overrun Service under this Rate Schedule FCS shall have a priority subordinate to interruptible service under Rate Schedule ICS (see Section 16 hereof). Service hereunder may be curtailed due to capacity constraints on Canyon's System, in which case curtailment of all Customers under this Rate Schedule FCS and Rate Schedule C shall be pro rata based on scheduled volumes within MDQ pursuant to Section 8 of the General Terms and Conditions hereof; provided, however, that on a day in which it is being curtailed, a Customer may not schedule more than one hundred ten percent (110%) of its average daily scheduled volume for the month prior to the commencement of the month service is curtailed.

3.2 Canyon shall make available for service hereunder any capacity which it has available on a firm basis in excess of such firm capacity already committed. Determination of available firm capacity shall be made from time to time as capacity becomes available or as requests for service are received hereunder.

Canyon shall allocate any available firm capacity to persons which make a valid request under Section 4 hereof, on a first come, first served basis in relation to the date of valid request; subject, however, to the conditions contained in Section 3.3 below.

3.3 Canyon shall not be obligated to allocate firm capacity in the specific manner requested by Customer unless adequate firm capacity is available without the construction of additional facilities by Canyon on every portion of Canyon's System (including point(s) of receipt and delivery) which would be utilized in such transportation and compression.

3.4 Canyon and Customer may add or delete point(s) of receipt or delivery from time to time by mutual agreement. Any request to add a new point(s) of receipt or delivery shall be considered as a new request for service.

3.5 The priorities set out in this Section 3 shall apply to both the scheduling and the curtailment of receipts and deliveries.

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RATE SCHEDULE FCS

4. REQUESTS FOR SERVICE

4.1 A request for service under this Rate Schedule FCS shall be valid as of the date adequate information with respect to all of the items specified in Section 5 of this Rate Schedule FCS has been provided to Canyon and verified if necessary; provided, however, that a request shall not be valid if Canyon informs Customer that the service requested does not conform to the terms of this Rate Schedule FCS, that the data provided is incomplete or not adequately substantiated, or that firm capacity is not available to meet the request in whole or in part. Canyon shall notify a Customer whose request is rejected because of failure to submit all data specified by Section 5 of this Rate Schedule FCS or whose request fails to comply with any other terms of this Rate Schedule FCS.

4.2 Canyon shall notify Customer when its request for service is accepted and shall then tender an FCS Agreement to Customer for execution. Unless waived by Canyon, a request for service shall be invalid if Customer fails to execute an FCS Agreement hereunder within thirty (30) days after an FCS Agreement has been tendered by Canyon for execution.

4.3 If Canyon cannot honor a request due to insufficient capacity, such request shall not be of a continuing nature but rather shall remain valid only for thirty (30) days after the date Canyon notifies Customer of insufficient capacity and shall be deemed a nullity for all present and future purposes, unless Customer notifies Canyon within the thirty (30) day period, and each subsequent thirty (30) day period, that the request is to be retained in force.

5. DATA REQUIRED FOR VALID REQUEST FOR SERVICE

5.1 Requests for firm service hereunder shall be deemed valid only after the following information is provided in writing to Canyon at the following address:

Canyon Creek Compression Company
c/o Natural Gas Pipeline Company of America
P.O. Box 283
Houston, Texas 77001-0283

Attention: Gas Transportation Department

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Canyon shall not be obligated to accept requests under which the total estimated gas quantities are less than that which can be metered (one hundred [100] Mcf per day).

5.2 CUSTOMER(S) NAME

Name, address, and telephone number.

5.3 GAS QUANTITIES (stated in both Mcf and MMBtu)

(a) MDQ to be transported and compressed (which shall equal the summation of the receipt point MDQ's).

(b) MDQ at each point of receipt and at each point of delivery.

(c) Estimated total quantity to be transported and compressed during the term of the FCS Agreement.

5.4 POINT(S) OF RECEIPT

(a) The point(s) at which Customer desires Canyon to receive gas.

(b) The name of the entity delivering gas to Canyon.

5.5 POINT(S) OF DELIVERY

(a) The point(s) at which Customer desires Canyon to deliver gas.

(b) The name of the entity receiving the gas from Canyon.

5.6 TERM OF SERVICE

(a) The date service is requested to commence, which date may not be more than three (3) months after the date of request.

(b) The date service is expected to terminate.

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RATE SCHEDULE FCS

5.7 CREDIT INFORMATION

(a) Acceptance of a request is contingent upon a satisfactory credit appraisal by Canyon.

Such a credit appraisal shall be performed in accordance with the following criteria:

(1) Customer shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies, a list of all corporate Affiliates, parent companies and subsidiaries, and any reports from credit reporting agencies which are available. Canyon shall apply consistent evaluation practices to determine the acceptability of the Customer's overall financial condition, working capital, and profitability trends.

(2) A bank reference and at least two (2) trade references must be provided by Customer. The results of reference checks and any credit reports submitted in subsection 5.7(a)(1) hereof must show that Customer's obligations are being paid on a reasonably prompt basis.

(3) Customer must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Customer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that the transportation billing will be paid promptly as cost of administration under the federal court's jurisdiction.

(4) Customer should not be subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition, which could cause a condition of insolvency, or impair the ability to exist as an ongoing business entity.

(5) If Customer has an ongoing business relationship with Canyon, no delinquent balances should be consistently outstanding for natural gas sales or transportation services made previously by Canyon and Customer may have paid its

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account during the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract.

(6) No significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.

(b) If a Customer fails to satisfy the credit criteria, such Customer may still obtain transportation hereof if it elects one (1) of the following options:

(1) Payment in advance for three (3) months' service;

(2) A standby irrevocable letter of credit drawn upon a bank acceptable to Canyon;

(3) A security interest in collateral provided by the Customer found to be satisfactory to Canyon; or

(4) Guarantee by a person or another entity which does satisfy the credit appraisal.

5.8 COMPLIANCE WITH TARIFF

Customer shall submit a statement that it is willing to abide by the terms of this Rate Schedule FCS, including the Volume No. 1 General Terms and Conditions. Customer shall further state that it is willing to pay the maximum rate provided for under this Rate Schedule FCS. If Customer is unwilling to pay such maximum rate, Customer shall specify the rate it is willing to pay, but Customer's request shall not be deemed valid until the date on which Customer and Canyon agree in writing on such lower rate.

5.9 INFORMATION REQUIRED PURSUANT TO FERC ORDER NO. 497
(MARKETING AFFILIATES)

The following information should be provided at the time a request for transportation service is submitted, if available, or when an initial nomination for transportation under an executed agreement is submitted, and when any subsequent changes occur:

(a) Affiliation of the party requesting service and/or Customer with Canyon;

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(b) Affiliation of the supplier(s) of the gas under the requested agreement with Canyon;

(c) Whether any of the gas to be transported is subject to take-or-pay relief for Canyon and, if so, how much;

(d) The state(s) of the ultimate end user of the gas;

(e) The appropriate area code(s) for the producing area where the field or well producing the gas to be transported is located pursuant to the codes provided in DOE EIA-0370; Oil and Gas Field Code Master List;

(f) The identity of the Customer requesting service, including designating whether the Customer is a local distribution company, an interstate pipeline, an intrastate pipeline, an end user, a producer, or a marketer; and

(g) Whether and by how much the cost of the gas to the affiliated marketer exceeds the price received for the sale of the gas by the affiliated marketer, after deducting associated costs, including those incurred for transportation.

6. TERM

6.1 The term for firm service under this Rate Schedule FCS shall be as set forth in the FCS Agreement between Customer and Canyon.

6.2 A Customer shall not lose its current priority status under Section 3 hereof if a rollover agreement is executed prior to the termination date of its current FCS Agreement, provided that the MDQ in such rollover agreement does not exceed the MDQ in the prior agreement and no other provisions are changed, other than possibly the rate the customer pays. The requirements of Sections 4 and 5 hereof are also applicable to rollover agreements. The addition of new point(s) of receipt or delivery shall be considered a new request for service for purposes of setting priorities in Section 3 hereof.

7. RATE

7.1 Customer shall pay Canyon each month for service under this Rate Schedule FCS a two-part rate consisting of:

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(a) The monthly Reservation Charge; and

(b) A Commodity Charge for each unit of gas received by Canyon for Customer.

Customer shall commence paying the Reservation Charge on the later of the date specified in the FCS Agreement or the date Canyon is able to render firm service to Customer. Customer shall

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also pay Canyon such other charges as are identified in this Section 7 or in Sections 8, 9, 10 and 16 of this Rate Schedule FCS.

7.2 The monthly Reservation Charge for FCS service shall be the applicable maximum unit reservation rate(s) set out in this Tariff multiplied by Customer's MDQ. The maximum monthly Commodity Charge shall be the applicable maximum unit Commodity Charge(s) set out in this Tariff multiplied by the quantity of gas actually received by Canyon during the billing month. For any scheduled transportation and compression of volumes in excess of Customer's MDQ, Customer shall pay as a Commodity Charge the Authorized Overrun Service rate specified in this Tariff.

7.3 Customer shall reimburse Canyon for Fuel Gas and Unaccounted For Gas required in transporting and compressing gas hereunder in kind as provided by Section 1.8 of the Volume No. 1 General Terms and Conditions.

7.4 Canyon may from time to time and at any time, upon twenty-four (24) hours' verbal or written notice, at its sole discretion, or as provided in the FCS Agreement, charge any individual Customer for service under this Rate Schedule FCS a charge which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate specified in this Tariff. Canyon will confirm any verbal notice of the applicable charge in writing. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Unless otherwise agreed in the FCS Agreement, Canyon may at any time increase or further decrease such decreased rate upon twenty-four (24) hours' verbal notice to Customer, which notice shall be confirmed in writing within forty-eight (48) hours.

7.5 Canyon shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Customer(s) affected, the volume transported and compressed, any provisions for discounts and any other information which may be required.

7.6 Canyon shall have the right to file with any appropriate regulatory authority and make changes effective in:

(a) The rates and charges applicable under this Rate Schedule FCS, including both the level and design of such rates and charges; or

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(b) This Rate Schedule FCS.

Canyon agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Canyon's existing Tariff as may be found necessary to assure that its provisions are just and reasonable.

7.7 In the event the date any FCS Agreement becomes effective on any day other than the first day of a month, or the termination of any FCS Agreement occurs on any day other than the last day of a month, then the Reservation Charge for such partial month shall be reduced proportionately based on the ratio of the number of days that service was not in effect to the total number of days in such month.

7.8 In accordance with 18 C.F.R. Section 154.38 of the Commission's Regulations, the ACA charge will be assessed.

8. MINIMUM BILL

The Reservation Charge described in Section 7.2 hereof.

9. FERC AND OTHER REGULATORY CHARGES

Customer shall reimburse Canyon within five (5) days after the payment by Canyon for all fees required by the Commission or any regulatory body related to service provided under this Rate Schedule FCS including, but not limited to, filing, reporting, and application fees.

10. CHARGE FOR IMBALANCES OR UNAUTHORIZED TENDERS OR TAKES

10.1 Customer shall provide Canyon with scheduled daily volumes to be delivered by Customer to Canyon at each Customer point of receipt and to be delivered by Canyon to Customer at each Canyon point of delivery. Such volumes shall be provided both in Mcf and in MMBtu. Canyon shall maintain a record of such scheduled daily volumes. Volumes of gas delivered to Canyon at the Customer point(s) of receipt shall conform as closely as possible to the volumes scheduled by Customer to be delivered to Canyon point(s) of receipt. Volumes delivered by Canyon to Customer at Canyon point(s) of delivery shall conform to the volumes scheduled by Customer for delivery to Canyon that day at Customer point(s) of receipt after

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deductions for Fuel Gas and Unaccounted For Gas except that Canyon may conform such volumes to the volume actually delivered by Customer to Canyon at the point(s) of receipt to the extent possible. Canyon will assess penalties based on daily tolerance levels except in situations where the information necessary to effectuate daily penalties is not available; in such cases the penalties will be assessed based on monthly tolerance levels.

10.2 If deliveries by Customer to Canyon at Canyon point(s) of receipt vary in any day by more than the greater of ten percent (10%) or fifty (50) MMBtu in the case of daily penalties, or vary during any month by more than the greater of four percent (4%) or fifty (50) MMBtu in the case of monthly penalties, from the deliveries at Canyon point(s) of delivery for that day or month (as appropriate), after appropriate adjustments for Fuel Gas and Unaccounted For Gas, this provision shall apply. Any time a Customer has an imbalance on Canyon's System in any amount (even if the amount is less than the amount required to effectuate the assessment of penalty charges under this Section 10), Customer shall provide at Canyon's request and within five (5) days of the date of request a make-up schedule to correct such imbalance. If the initial make-up schedule submitted by Customer is unacceptable to Canyon, then Canyon shall notify Customer that such make-up schedule is unacceptable and Customer shall have an additional five (5) days to submit a revised make-up schedule which is acceptable to Canyon. Canyon may not commence assessing the charges hereunder until at least two (2) days after Canyon notifies Customer that an imbalance is being experienced which would subject Customer to this charge. Customer shall have two (2) days in cases of a daily penalty and forty-five (45) days in cases of a monthly penalty after the end of such notice period to make up the imbalance. If the imbalance is not made up at the end of that period, then Customer shall pay Canyon an amount equal to an imbalance penalty of one dollar (\$1) per MMBtu multiplied by the total volume of any underage or overage. Such charges shall be included in the regular monthly billing by Canyon to Customer. Notwithstanding the above, should Canyon, at its discretion, deliver or cause to be delivered volumes which would otherwise cause Customer to incur this fee for nonconforming redeliveries, Canyon shall notify Customer of such operating changes and such fees will be reduced to the extent applicable and any resulting imbalances shall be made up on a mutually agreeable basis as soon as possible.

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10.3 Imbalances existing at the termination of any FCS Agreement shall (unless that agreement is renewed or rolled over) be made up within sixty (60) days after Customer has been notified that an imbalance exists under the FCS Agreement. The Customer shall be notified on the termination date or as soon as possible thereafter of the imbalances that exist under the FCS Agreement.

10.4 If deliveries at Canyon receipt point(s) vary on any day by more than twenty percent (20%) in the case of daily penalties, or vary during any month by more than ten percent (10%) in the case of monthly penalties, from the daily nominations at those point(s) for that day or month (as appropriate), Customer shall pay Canyon an additional charge equal to the maximum Commodity Charge under this Rate Schedule FCS applicable to such service multiplied by the discrepancy.

10.5 Penalties may be based on reasonable estimates if actual data is unavailable.

11. NEW FACILITIES CHARGE

11.1 Canyon shall not be obligated to construct, acquire, modify or expand any facilities for service under this Rate Schedule. When new and/or expanded facilities are required to accommodate receipt and/or delivery of gas and Canyon determines at its sole discretion to install such facilities in order to render service pursuant to this Rate Schedule, Customer shall pay all construction costs, including any filing fees and any gross-up for income taxes, associated with such facilities unless Canyon agrees.

11.2 Notwithstanding the provisions under Section 11.1 hereof, if Canyon constructs, acquires or modifies any facilities to perform service hereunder, then either:

(a) Customer shall reimburse Canyon for the costs of such facilities; or

(b) Canyon shall assess a monthly charge, based on the cost of service reflecting such facilities costs; whichever option is specified in the agreement concerning the building of the facilities.

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RATE SCHEDULE FCS

11.3 To the extent Customer is required to build facilities to interconnect with Canyon's System, such facilities shall be in conformance with the U.S. Department of Transportation Regulations and shall be subject to inspection and prior approval by Canyon.

12. RECEIPT AND DELIVERY

The point(s) of receipt for all gas tendered to Canyon for transportation and compression hereunder shall be at the interconnection of Canyon's and Customer's (or any third party as may be applicable) facilities, or at such other point(s), as specified in the FCS Agreement. The point(s) of delivery for all gas delivered by Canyon to Customer (or to a third party on behalf of Customer) related to service provided under this Rate Schedule FCS shall be at the interconnection of Canyon's and Customer's facilities (or facilities of third parties as may be applicable), or at such other point(s), as specified in the FCS Agreement.

13. OPERATING CONDITIONS

13.1 Upon request of Canyon, Customer shall from time to time submit written estimates of the daily, monthly, and annual quantities of gas to be transported under this Rate Schedule FCS, including peak day requirements, together with the estimated amounts thereof applicable to each point(s) of delivery and such other operating data as Canyon may require in order to plan its operations, to meet its System requirements, and to render adequate service to its Customers.

13.2 Customer shall also keep Canyon's dispatcher and Gas Control Department personnel informed on a daily basis of its gas volumes to be delivered or redelivered at each point(s) of receipt and delivery and other operating information as provided in Section 12 hereof and in Section 8 of the Volume No. 1 General Terms and Conditions.

13.3 It shall be Customer's responsibility to cause gas to be delivered to Canyon at the Canyon point(s) of receipt in accordance with the information supplied to Canyon's dispatcher or other personnel. Customer shall inform Canyon immediately of any discrepancy between such information and actual deliveries to Canyon. Canyon is not required to provide balancing services.

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Substitute Original Sheet No. 24 Substitute Original Sheet No. 24 : Superseded

RATE SCHEDULE FCS

13.4 Customer must deliver and receive all service provided under this Rate Schedule FCS in accordance with volumes scheduled and the tolerance limits contained in Section 10 hereof.

13.5 Customer shall make all necessary arrangements with other parties at or upstream of the Canyon receipt point(s) where it tenders gas to Canyon for transportation and compression, and such arrangements shall otherwise meet the terms and conditions of this Rate Schedule FCS. Such arrangements shall be coordinated with Canyon's Gas Control Department.

13.6 Canyon shall not be required to perform service under this Rate Schedule FCS unless all facilities necessary to render the requested service exist and are in good operating condition.

13.7 For each individual point(s) of receipt and delivery, Canyon's maximum obligation to accept and deliver gas shall be specified in the FCS Agreement.

13.8 Canyon shall not be required to perform service under this Rate Schedule FCS on behalf of any Customer that fails to comply with any and all of the terms of this Rate Schedule FCS and of the FCS Agreement.

13.9 Customer shall deliver gas or cause gas to be delivered to Canyon at the point(s) of receipt at a pressure sufficient to allow the gas to enter Canyon's System, as such pressure shall vary from time to time. Canyon shall not be required to lower its System operating pressure, alter the direction of gas flow, the gas load, or other operation or utilization of its facilities or otherwise change its normal System operations in order to receive, transport or deliver gas hereunder. At each point(s) of receipt, Customer shall provide, or cause to be provided, equipment acceptable to Canyon which will prevent overpressuring Canyon's System.

13.10 Canyon shall deliver gas at each point(s) of delivery to or for the account of Customer at the pressure which shall be available from time to time in Canyon's System after required measurement, flow control, and/or regulation.

RATE SCHEDULE FCS

14. IMPAIRMENT OF DELIVERIES

14.1 Service under this Rate Schedule FCS may be interrupted or curtailed for reasons of Force Majeure or due to any other operational considerations to be reasonably determined by Canyon. Without limitation of the foregoing, Canyon shall have the right to equitably reduce receipts or deliveries of natural gas on any day below the MDQ to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating, or other production, gathering, and transmission facilities and equipment or due to facility maintenance or freeze-offs.

14.2 In the event on any day Canyon is unable to receive for transportation and compression the total MDQ of any Customer receiving service under this Rate Schedule FCS due to reasons of Force Majeure or any other operational considerations to be reasonably determined by Canyon, then the System capacity which is available for firm transportation and compression shall be in accordance with the priorities set out in Section 3 hereof.

15. DETERMINATION OF DELIVERIES

Unless otherwise agreed in writing between Canyon and Customer, deliveries shall be identified in accordance with this Section 15. Customer shall provide Canyon with daily nominations in accordance with Sections 10.1 and 12.1 hereof. Canyon shall adjust those nominations as necessary to conform to the priorities set out in Section 3 hereof and shall inform Customer of any such adjustment. Canyon's deliveries of gas on any day under this Rate Schedule FCS shall, to the extent possible, equal the Customer's nominations for that day, as so adjusted. If Canyon delivers to Customer under any interruptible transportation rate schedule and firm schedule at the same point on the same day, firm schedule deliveries are deemed the first gas through the meter. The quantity of FCS gas delivered is deemed to be the Customer's nomination for that day. The FCS transportation imbalance or any difference between nominations and receipts shall be governed by Section 10 of this Rate Schedule FCS.

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RATE SCHEDULE FCS

16. AUTHORIZED OVERRUN SERVICE

Upon request of Customer, Canyon may (but is not obligated to) receive, compress, and deliver on any day quantities of natural gas in excess of Customer's MDQ under the FCS Agreement when, in Canyon's sole judgment, the delivery capacity of its System will permit such receipt, compression, and delivery without impairing the ability of Canyon to meet its other delivery obligations. Deliveries pursuant to such Authorized Overrun Service shall be pro rata with Authorized Overrun Service for Rate Schedule C but subordinated to all other firm and interruptible services except that such deliveries shall have priority over Authorized Overrun Service under Rate Schedule ICS. Customer shall pay Canyon the applicable rate for Authorized Overrun Service set out on Sheet No. 5 of this Tariff, Volume No. 1A. Charges under Section 10 hereof shall only be applicable to discrepancies from the agreed volumes of Authorized Overrun Service. Nothing herein shall affect the priorities specified in Section 3 hereof.

17. WAIVERS

Canyon may waive any rights hereunder or any obligations of Customer on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

18. GENERAL TERMS AND CONDITIONS

The applicable provisions of the Volume No. 1 General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule FCS, and shall apply to service rendered hereunder, as though stated herein.

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Sheet Nos. 27 - 30 Sheet Nos. 27 - 30 : Superseded

Sheet Nos. 27 through 30
are being reserved for
future use.

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Original Sheet No. 31 Original Sheet No. 31 : Superseded

RATE SCHEDULE ICS
INTERRUPTIBLE TRANSPORTATION AND COMPRESSION SERVICE

1. AVAILABILITY

1.1 This Rate Schedule is available to any entity (hereinafter referred to as "Customer") who requests service pursuant to Part 284 of the Commission's Regulations and who has executed an Interruptible Service Agreement (ICS Agreement) with Canyon Creek Compression Company (hereinafter referred to as "Canyon") for interruptible transportation and compression service under this Rate Schedule.

1.2 Service hereunder shall be provided on a first come, first served basis, determined as of the date Canyon receives a request from the Customer which satisfies the requirements of Sections 4 and 5 hereof. All transportation and compression services shall be subject to the terms and conditions set forth herein.

1.3 Canyon is not required to provide any requested transportation and compression service:

- (a) For which capacity is not available on any day;
- (b) Which could in Canyon's judgment interfere with the integrity of its System or with service to firm transportation and compression Customers;
- (c) Which would require the construction, acquisition, modification or expansion of facilities; provided, however, that Canyon may agree in its sole discretion to construct, acquire, modify or expand facilities;
- (d) If Canyon determines that Customer does not meet the credit criteria outlined in Section 5.7 hereof;
- (e) If Customer is unwilling to pay the maximum rate applicable to such service under this Rate Schedule;
- (f) If Customer fails to comply with any provision of this Rate Schedule ICS or the ICS Agreement; or

RATE SCHEDULE ICS

(g) If the ICS Agreement has expired and no rollover agreement has been executed.

1.4 Nothing herein is intended to govern the interruption or curtailment of service once a request for service has been granted pursuant to Section 4 hereof and while an ICS Agreement is in effect.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to the transportation and compression of natural gas up to the Maximum Daily Quantity (MDQ) set forth in Exhibit A to a Customer's executed ICS Agreement, subject to the availability of capacity sufficient to provide service.

2.2 Service hereunder shall be provided on an interruptible basis, subject to the following conditions:

(a) Interruption of service includes decreasing, suspending, or discontinuing both the receipt and delivery of gas and shall be in accordance with the priorities set out in Section 3 of this Rate Schedule ICS.

(b) Service hereunder may be interrupted whenever necessary to maintain gas quality or to maintain the integrity of Canyon's System. In addition, Canyon, in its reasonable discretion, may interrupt service if it deems such interruption necessary due to operating conditions and System requirements or to assure that Canyon can render services to its other customers in accordance with the priorities set out in Section 3 hereof.

(c) Canyon may also curtail service to any Customer which is delinquent in payments under the ICS Agreement upon thirty (30) days' prior notice in writing to the Customer. Ten (10) days prior to curtailing, Canyon shall send a second notice to the Customer and the Commission. Canyon shall not curtail if within that thirty (30) day period, or Canyon shall cease curtailing if thereafter, the Customer: (1) cures any deficiency, and (2) demonstrates it satisfies the credit criteria of subsection 5.7(a) or elects and complies with one of the options under subsection 5.7(b) hereof. Canyon shall notify the Commission in writing of any curtailment pursuant to this provision.

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First Revised Sheet No. 32A First Revised Sheet No. 32A : Superseded
Superseding: Original Sheet No. 32A

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(d) If at any time Canyon is not reasonably satisfied with Customer's credit or ability to pay based on information received by Canyon, Canyon may request in writing that the Customer provide the information specified in subsection 5.7(a) hereof within ten (10) days of the notice so that Canyon may perform a new credit appraisal. If Customer fails to satisfy the credit criteria, Canyon shall notify Customer in writing and Customer shall elect and comply with one (1) of the options in subsection 5.7(b) hereof within ten (10) days of such notice. If Customer fails to timely provide the information or timely make an election and comply with the options, if applicable, Canyon may cease providing service until Customer complies with the applicable requirement. Canyon shall notify the Commission in writing of any curtailment under this provision.

2.3 Service hereunder shall consist of the acceptance by Canyon of natural gas tendered by Customer for transportation and compression at the point(s) of receipt specified in the ICS Agreement, the transportation of that natural gas through Canyon's System, and the delivery of that natural gas, after appropriate reductions as set out in the ICS Agreement and Section 8.5 of the Volume No. 1 General Terms and Conditions, by Canyon to Customer or for Customer's account at the point(s) of delivery specified in the ICS Agreement. Canyon shall not be required to accept any gas tendered in excess of the MDQ specified in the ICS Agreement for each point of receipt or for the aggregate of all point(s) of receipt.

2.4 Customer shall only tender gas for transportation under this Rate Schedule to the extent such service would qualify under the applicable statutes, regulations and Commission orders. For transportation to be provided under Subpart B of Part 284 of the Commission's Regulations, Customer shall provide to Canyon certification including sufficient information in order for Canyon to verify that the service qualifies under Subpart B of Part 284 of the Regulations. Where required by the Commission's Regulations, Customer shall cause the intrastate pipeline or local distribution company on whose behalf the service will be provided to submit the necessary certification prior to tendering gas for transportation and compression.

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First Revised Sheet No. 33 First Revised Sheet No. 33 : Superseded

Superseding: Original Sheet No. 33

RATE SCHEDULE ICS

3. PRIORITY OF SERVICE

3.1 Interruptible transportation and compression service by Canyon under this Rate Schedule ICS shall have a priority subordinate to Canyon's firm transportation and compression service under Rate Schedule C and Rate Schedule FCS, and best efforts service under arrangements already in effect or pending authorization as of the date this Rate Schedule ICS first becomes effective. Interruptible service under this Rate Schedule ICS shall have priority over Authorized Overrun Service under Rate Schedule FCS.

3.2 If nominations under ICS Agreements on any day exceed Canyon's available capacity on that day to provide such services, Canyon shall, to the extent possible given the priorities imposed by upstream or downstream transporters, allocate available capacity among Customers in accordance with the following order of priority:

(a) Canyon shall first allocate capacity to interruptible transportation customers under arrangements already in effect or pending authorization as of the date this Rate Schedule ICS first becomes effective. If allocation or curtailment is necessary within this category, such curtailment shall be on a "last-on, first-off" basis reflecting the date of the affected contract or amendment; i.e., the Customer with the most recent contract shall be fully curtailed before any other Customer, then the Customer with the next most recent contract, and so on.

(b) Any capacity remaining after subsection 3.2(a) hereof shall be allocated to any other Customer which has executed an ICS Agreement. Allocation of capacity within this category shall

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be provided on a first come, first served basis, determined as of the date Canyon received each Customer's valid request as described in Sections 4 and 5 hereof. If allocation or curtailment is necessary within this category, such curtailment shall be on a "last-on, first-off" basis reflecting the date a valid request is submitted pursuant to Sections 4 and 5 of this Tariff; i.e., the Customer which has the most recent valid request shall be fully curtailed before any other Customer, then the next most recent Customer with a valid request, and so on. If valid requests were received on the same date from more than one (1) Customer and there is insufficient capacity to serve all such Customers after curtailing all Customers with more recent valid requests, curtailment of such Customers with the same request date shall be pro rata based on each Customer's confirmed nomination for the day(s) curtailment is necessary.

(c) Notwithstanding Section 3.2 hereof, Canyon reserves the right, after five (5) days' notice, to interrupt service to a Customer paying a discount rate to enable Canyon to provide service to another Customer if such service would result in a higher unit rate to Canyon. Within such five (5) day period, Customer shall be allowed to increase its rate by any amount up to the maximum rate specified in this Rate Schedule ICS. A Customer agreeing to increase its rate hereunder shall be entitled to any higher priority associated with such higher rate. Among Customers agreeing to pay the same rate as of the termination of the five (5) day notice period, the priorities set out in Section 3.2 shall apply. No Customer may obtain a higher priority during any period of interruption to which a notice relates by agreeing to an increased rate after the end of the five (5) day notification period.

(d) Notwithstanding anything to the contrary, no change in interruptible transportation service after the first of a month for a Customers will be made by Transporter if it will result in the curtailment of ongoing interruptible service for other customers.

3.3 Canyon shall redetermine the priority of each Customer under Section 3.2 above and reallocate capacity hereunder on a daily or such other periodic basis as is necessary for Canyon to recognize the priority of new Customers or any changes in the priorities of existing Customers, to assure service to its firm Customers and to conform to the operational requirements of its System.

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3.4 Canyon and Customer may add or delete point(s) of receipt or delivery from time to time by mutual agreement. Any such new point(s) shall be treated as a new request for service for the purpose of the priorities under this Section 3. Receipts and deliveries at any new point(s) shall be afforded a priority, for the purposes of this Section 3.4, based on the date a valid request to add a new point(s) of receipt or delivery was received.

3.5 The priorities set out in this Section 3 shall apply both to the scheduling and the curtailment of receipts and deliveries.

4. REQUESTS FOR SERVICE

4.1 A request for service under this Rate Schedule ICS shall be valid as of the date a complete request, including adequate information with respect to all of the items specified in Section 5 has been provided to Canyon; provided, however, that a request shall not be valid if Canyon informs Customer that the service requested does not conform to the terms of this Rate Schedule ICS or the data provided is incomplete or not adequately substantiated. Canyon shall notify a Customer whose request is rejected because of failure to submit or substantiate all data specified by Section 5 of this Rate Schedule ICS or whose request fails to comply with any other terms of this Rate Schedule ICS.

4.2 Canyon shall notify Customer when its request for service is accepted and shall then tender an ICS Agreement to Customer for execution. Unless waived by Canyon, a request for service shall be invalid if Customer fails to execute an ICS Agreement hereunder within thirty (30) days after an ICS Agreement has been tendered by Canyon for execution.

5. DATA REQUIRED FOR VALID REQUEST FOR SERVICE

5.1 Requests for interruptible service hereunder shall be deemed valid only after the following information is provided in writing to Canyon at the following address:

Canyon Creek Compression Company
c/o Natural Gas Pipeline Company of America
P.O. Box 283
Houston, Texas 77001-0283

Attention: Gas Transportation Department

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Canyon shall not be obligated to accept requests under which the total estimated gas quantities are less than that which can be metered (one hundred [100] Mcf per day).

5.2 CUSTOMER(S) NAME

Name, address, and telephone number.

5.3 GAS QUANTITIES (stated in both Mcf and MMBtu)

(a) MDQ to be transported and compressed.

(b) MDQ at each point of receipt and delivery.

(c) Estimated total quantity to be transported and compressed during the term of the ICS Agreement.

5.4 POINT(S) OF RECEIPT

(a) The point(s) at which Customer desires Canyon to receive gas.

(b) The name of the entity delivering gas to Canyon.

5.5 POINT(S) OF DELIVERY

(a) The point(s) at which Customer desires Canyon to deliver gas.

(b) The name of the entity receiving the gas from Canyon.

5.6 TERM OF SERVICE

(a) The date service is requested to commence, which date may not be more than three (3) months after the date of request.

(b) The date service is expected to terminate.

5.7 CREDIT

(a) Acceptance of a request is contingent upon a satisfactory credit appraisal by Canyon.

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Such a credit appraisal shall be performed in accordance with the following criteria:

(1) Customer shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies, a list of all corporate Affiliates, parent companies and subsidiaries, and any reports from credit reporting agencies which are available. Canyon shall apply consistent evaluation practices to determine the acceptability of the Customer's overall financial condition, working capital, and profitability trends.

(2) A bank reference and at least two (2) trade references must be provided by Customer. The results of reference checks and any credit reports submitted in subsection 5.7(a)(1) hereof must show that Customer's obligations are being paid on a reasonably prompt basis.

(3) Customer must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Customer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that the transportation billing will be paid promptly as cost of administration under the federal court's jurisdiction.

(4) Customer should not be subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition, which could cause a condition of insolvency, or impair the ability to exist as an ongoing business entity.

(5) If Customer has an ongoing business relationship with Canyon, no delinquent balances should be consistently outstanding for transportation services made previously by Canyon and Customer must have paid its account during the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract.

(6) No significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.

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(b) If a Customer fails to satisfy the credit criteria, such Customer may still obtain transportation hereof if it elects one (1) of the following options:

(1) Payment in advance for three (3) months' service;

(2) A standby irrevocable letter of credit drawn upon a bank acceptable to Canyon;

(3) A security interest in collateral provided by the Customer found to be satisfactory to Canyon; or

(4) Guarantee by a person or another entity which does satisfy the credit appraisal.

5.8 COMPLIANCE WITH TARIFF

Customer shall submit a statement that it is willing to abide by the terms of this Rate Schedule ICS, including the Volume No. 1 General Terms and Conditions. Customer shall further state that it is willing to pay the maximum rate provided for under this Rate Schedule ICS. If Customer is unwilling to pay such maximum rate, Customer shall specify the rate it is willing to pay, but Customer's request shall not be deemed valid until the date on which Customer and Canyon agree in writing on such lower rate.

5.9 INFORMATION REQUIRED PURSUANT TO FERC ORDER NO. 497
(MARKETING AFFILIATES)

The following information should be provided at the time a request for transportation service is submitted, if available, or when an initial nomination for transportation under an executed agreement is submitted, and when any subsequent changes occur:

(a) Affiliation of the party requesting service and/or Customer with Canyon;

(b) Affiliation of the supplier(s) of the gas under the requested agreement with Canyon;

(c) Whether any of the gas to be transported is subject to take-or-pay relief for Canyon and, if so, how much;

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(d) The state(s) of the ultimate end user of the gas;

(e) The appropriate area code(s) for the producing area where the field or well producing the gas to be transported is located pursuant to the codes provided in DOE EIA-0370; Oil and Gas Field Code Master List;

(f) The identity of the Customer requesting service, including designating whether the Customer is a local distribution company, an interstate pipeline, an intrastate pipeline, an end user, a producer, or a marketer; and

(g) Whether and by how much the cost of the gas to the affiliated marketer exceeds the price received for the sale of the gas by the affiliated marketer, after deducting associated costs, including those incurred for transportation.

6. TERM

6.1 The term for interruptible service under this Rate Schedule ICS shall be as set forth in the ICS Agreement between Customer and Canyon. Canyon may terminate the ICS Agreement if Customer fails to deliver gas during any two (2) consecutive months when capacity is available, unless Customer's failure to deliver gas was attributable to circumstances of Force Majeure.

6.2 Should at any time during the term of an executed ICS Agreement, Canyon and Customer agree to extend the term of such Agreement provided that the MDQ in the rollover agreement does not exceed the MDQ in the prior Agreement and no other provisions are changed other than possibly the rate the Customer pays, Customer's initial contract date shall be retained for purposes of establishing priority under Section 3 hereof. The addition of new point(s) of receipt or delivery shall be considered a new request for service for purposes of setting priorities in Section 3 hereof.

7. RATE

7.1 Customer shall pay Canyon each month under this Rate Schedule ICS a one-part Commodity Charge for each unit of gas received for transportation and compression together with such other charges as are identified in Sections 9, 10, 11 and 14 of this Rate Schedule ICS. The maximum monthly Commodity Charge shall be the applicable maximum unit rate set out in this Tariff multiplied by the quantity of gas received by Canyon for Customer during the billing month.

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7.2 Customer shall reimburse Canyon for any Fuel Gas and Unaccounted For Gas in transporting and compressing gas hereunder as provided by Section 1.8 of the Volume No. 1 General Terms and Conditions.

7.3 Canyon may from time to time and at any time at its sole discretion charge any individual Customer for service under this Rate Schedule ICS a charge which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate specified in this Tariff. Unless otherwise provided in the ICS Agreement, Canyon may commence such lower rate at any time on twenty-four (24) hours' verbal or written notice and, unless otherwise agreed to in the ICS Agreement, may increase such rate to a level not to exceed the applicable maximum rate at any time on twenty-four (24) hours' verbal or written notice. Any verbal notice of an increase shall be confirmed in writing within forty-eight (48) hours.

7.4 Canyon shall file with the Commission any and all reports required by the Commission's Regulations setting forth the applicable charge, the individual Customer(s) affected, the volume transported and compressed, any provisions for discounts and any other information which may be required.

7.5 Canyon shall have the right to file with any appropriate regulatory authority and make changes effective in:

(a) The rates and charges applicable under this Rate Schedule ICS, including both the level and design of such rates and charges; or

(b) This Rate Schedule ICS.

Canyon agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Canyon's existing FERC Gas Tariff as may be found necessary to assure that its provisions are just and reasonable.

7.6 In accordance with 18 C.F.R. Section 154.38 of the Commission's Regulations, the ACA charge will be assessed.

8. MINIMUM BILL

None.

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9. FERC AND OTHER REGULATORY CHARGES

Customer shall reimburse Canyon within five (5) days after the payment by Canyon for all fees required by the Commission or any regulatory body related to service provided under this Rate Schedule ICS including, but not limited to, filing, reporting, and application fees.

10. CHARGE FOR IMBALANCES AND UNAUTHORIZED TENDERS OR TAKES

10.1 Customer shall provide Canyon with daily volumes to be delivered by Customer to Canyon at each Customer point(s) of receipt and to be delivered by Canyon to Customer at each Canyon point(s) of delivery. Such volumes shall be provided both in Mcf and in MMBtu. Canyon shall maintain a record of such scheduled daily volumes. Volumes of gas delivered to Canyon at the Customer point(s) of receipt shall conform as closely as possible to the volumes scheduled by Customer to be delivered to Canyon point(s) of receipt. Volumes delivered by Canyon to Customer at Canyon point(s) of delivery shall conform to the volumes scheduled by Customer for delivery to Canyon that day at Customer point(s) of receipt after deductions for Fuel Gas and Unaccounted For Gas except that Canyon may conform such volumes to the volume actually delivered by Customer to Canyon at the point(s) of receipt to the extent possible. Canyon will assess penalties based on daily tolerance levels except in situations where the information necessary to effectuate daily penalties is not available; in such cases the penalties will be assessed based on monthly tolerance levels.

10.2 If deliveries by Customer to Canyon at the point(s) of receipt vary in any day by more than the greater of ten percent (10%) or fifty (50) MMBtu in the case of daily penalties, or vary during any month by more than the greater of four percent (4%) or fifty (50) MMBtu in the case of monthly penalties, from the deliveries by Canyon at point(s) of delivery for that day or month (as appropriate), after appropriate adjustments for Fuel Gas and Unaccounted For Gas, this provision shall apply. Any time a Customer has an imbalance on Canyon's System in any amount (even if the amount is less than the amount required to effectuate the assessment of penalty charges under Section 10 hereof), Customer shall provide at Canyon's request and within five (5) days of the date of request a make-up schedule to correct such imbalance. If the initial make-up schedule submitted by Customer is unacceptable to Canyon, then Canyon shall notify Customer that such make-up

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schedule is unacceptable and Customer shall have an additional five (5) days to submit a revised make-up schedule which is acceptable to Canyon. Canyon may not begin assessing the charges hereunder until at least two (2) days after Canyon notifies Customer that an imbalance is being experienced which would subject Customer to this charge. Customer shall have two (2) days in cases of a daily penalty and forty-five (45) days in cases of a monthly penalty after the end of such notice period to make up the imbalance. If the imbalance is not made up at the end of that period, then Customer shall pay Canyon an amount equal to the imbalance penalty of one dollar (\$1) per MMBtu multiplied by the total volume of any underage or overage as a penalty. Such charges shall be included in the regular monthly billing by Canyon to Customer. Notwithstanding the above, should Canyon, at its discretion, deliver or cause to be delivered volumes which would otherwise cause Customer to incur this fee for nonconforming redeliveries, Canyon shall notify Customer of such operating changes and such fees will be reduced to the extent applicable and any resulting imbalances shall be made up on a mutually agreeable basis, as soon as possible.

10.3 Imbalances existing at the termination of any ICS Agreement shall (unless that agreement is renewed or rolled over) be made up within sixty (60) days after Customer has been notified that an imbalance exists under the ICS Agreement. The Customer shall be notified on the termination date or as soon as possible thereafter of the imbalances that exist under the ICS Agreement.

10.4 If deliveries at Canyon point(s) of receipt vary on any day by more than twenty percent (20%) in the case of daily penalties, or vary during any month by more than ten percent (10%) in the case of monthly penalties, from the daily nominations at those point(s) for that day or month (as appropriate), Customer shall pay Canyon an additional charge equal to the maximum transportation charge under this Rate Schedule ICS applicable to such service multiplied by the discrepancy.

10.5 Penalties may be based on reasonable estimates if actual data is unavailable.

11. NEW FACILITIES CHARGE

11.1 Canyon shall not be obligated to construct, acquire, modify or expand any facilities for service under this Rate Schedule. When new and/or expanded facilities are required to

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accommodate receipt and/or delivery of gas and Canyon determines at its sole discretion to install such facilities in order to render service pursuant to this Rate Schedule, Customer shall pay all construction costs, including any filing fees and any gross-up for income taxes, associated with such facilities unless Canyon agrees otherwise.

11.2 Notwithstanding the provisions under Section 11.1 hereof, if Canyon constructs, acquires or modifies any facilities to perform service hereunder, then either:

(a) Customer shall reimburse Canyon for the costs of such facilities; or

(b) Canyon shall assess a monthly charge, based on the cost of service reflecting such facilities costs; whichever option is specified in the agreement concerning the building of the facilities.

11.3 To the extent Customer is required to build facilities to interconnect with Canyon's System, such facilities shall be in conformance with the U.S. Department of Transportation Regulations and shall be subject to inspection and prior approval by Canyon.

12. RECEIPT AND DELIVERY

The point(s) of receipt for all gas tendered to Canyon for transportation and compression hereunder shall be at the interconnection of Canyon's and Customer's (or any third party as may be applicable) facilities, or at such other point(s), as specified in the ICS Agreement. The point(s) of delivery for all gas delivered by Canyon to Customer (or to a third party on behalf of Customer) related to service provided under this Rate Schedule ICS shall be at the interconnection of Canyon's and Customer's facilities (or facilities of third parties as may be applicable), or at such other point(s), as specified in the ICS Agreement.

13. OPERATING CONDITIONS

13.1 Upon request of Canyon, Customer shall from time to time submit written estimates of the daily, monthly, and annual quantities of gas to be transported and compressed under this Rate Schedule ICS and such other operating data as Canyon may require in order to plan its operations, to meet its System requirements, and to render adequate service to its Customers.

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RATE SCHEDULE ICS

13.2 Customer shall also keep Canyon's dispatcher and Gas Control Department personnel informed on a daily or some other mutually agreeable basis of its nominations of gas to be delivered or redelivered at each point(s) of receipt and delivery and other operating information as provided in Section 8 of the Volume No. 1 General Terms and Conditions.

13.3 It shall be Customer's responsibility to cause gas to be delivered to Canyon at the point(s) of receipt in accordance with the information supplied to Canyon's dispatcher or other personnel. Canyon is not required to provide balancing services.

13.4 Customer must deliver and receive all service provided under this Rate Schedule ICS in accordance with nominations and the tolerance limits contained within Section 10 hereof.

13.5 Customer shall make all necessary arrangements with other parties at or upstream of the point(s) of receipt where it tenders gas to Canyon for transportation and compression, and such arrangements shall otherwise meet the terms and conditions of this Rate Schedule ICS. Such arrangements shall be coordinated with Canyon's Gas Control Department.

13.6 Canyon shall not be required to perform service under this Rate Schedule ICS unless all facilities necessary to render the requested service exist and are in good operating condition.

13.7 Customer shall deliver gas or cause gas to be delivered to Canyon at the point(s) of receipt at a pressure sufficient to allow the gas to enter Canyon's facilities as such pressure shall vary from time to time. Canyon shall not be required to lower its System operating pressure, alter the direction of gas flow, the gas load, or other operation or utilization of its facilities or otherwise change its normal System operations in order to receive, compress or deliver gas hereunder. At each point(s) of receipt, Customers shall provide, or cause to be provided, equipment acceptable to Canyon which will prevent overpressuring Canyon's facilities.

13.8 Canyon shall deliver gas at each point(s) of delivery to or for the account of Customer at the pressure which shall be available from time to time in Canyon's facilities after required measurement, flow control, and/or regulation.

Substitute Original Sheet No. 45 Substitute Original Sheet No. 45 : Superseded

RATE SCHEDULE ICS

13.9 If, for any reason other than Canyon's lack of capacity, a Customer fails during any consecutive three (3) month period to utilize an average daily flow equal to fifty percent (50%) of its MDQ for any point(s) of receipt or delivery, then Canyon in its sole discretion and at its sole option may unilaterally terminate service or reduce Customer's MDQ to one hundred twenty-five percent (125%) of the average daily flow for the previous three (3) month period. In addition, Canyon may eliminate the point(s) of receipt or delivery if the load factor at those point(s) is less than fifty percent (50%) during any six (6) or twelve (12) month period.

14. AUTHORIZED OVERRUN SERVICE

Upon request of Customer, Canyon may (but is not obligated to) receive, transport, and deliver on any day quantities of natural gas in excess of Customer's MDQ under the ICS Agreement when, in Canyon's reasonable judgment, the delivery capacity of its System will permit such receipt, transportation, and delivery without impairing the ability of Canyon to meet its other delivery obligations. Deliveries pursuant to such Authorized Overrun Service shall be subordinated to all other services including Authorized Overrun Service under Rate Schedule FCS. The rate for Authorized Overrun Service shall be the rate set forth on Sheet No. 5 of this Tariff. Nothing herein shall affect the priorities specified in Section 3 hereof.

15. WAIVERS

Canyon may waive any rights hereunder or any obligations of Customer on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

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Original Sheet No. 46 Original Sheet No. 46 : Superseded

RATE SCHEDULE ICS

16. GENERAL TERMS AND CONDITIONS

The applicable provisions of the Volume No. 1 General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule ICS, and shall apply to service rendered hereunder, as though stated herein.

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Sheet Nos. 47 - 100 Sheet Nos. 47 - 100 : Superseded

Sheet Nos. 47 through 100
are being reserved for
future use.

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FERC Docket: RP91-123-000

Original Sheet No. 101 Original Sheet No. 101 : Superseded

FCS TRANSPORTATION AND COMPRESSION
SERVICE AGREEMENT

THIS AGREEMENT, made and entered into as of this day of
....., 19.., by and between CANYON CREEK COMPRESSION COMPANY,
a general partnership under the laws of Illinois, (Canyon) and
....., a, (Customer) on the following
terms and conditions:

1. GENERAL TERMS: All terms and conditions of Canyon's Rate Schedule FCS (including the General Terms and Conditions), as may be revised or superseded from time to time (Rate Schedule), are hereby incorporated by reference and are a part of this Agreement. As between the parties, Canyon shall construe and apply the operating conditions in Canyon's Rate Schedule. In the event of a conflict between this Agreement and the Rate Schedule, the Rate Schedule controls.
2. TRANSPORTATION AUTHORITY: Subpart of Part 284 of the Commission's Regulations.
3. MAXIMUM DAILY QUANTITIES (MDQ); RECEIPT AND DELIVERY POINTS: A total of MMBtu per day. The receipt point(s) and the delivery point(s) and the MDQ's for each such point(s) are specified on Exhibit hereto.
4. CUSTOMER, "ON BEHALF OF" ENTITY(S):
 - (a) Customer is a(n)
 - (b) Transportation shall be on behalf of which is a(n)
5. TERM OF AGREEMENT: until and shall continue month to month thereafter, unless cancelled by five (5) days' prior notice by either party. Termination will not cancel the balance of gas owed to either party.
6. RATE AND FUEL: The maximum rates or charges (including the maximum rates and charges relating to facilities, ACA and any other applicable add-on) in effect from time to time under the Rate Schedule, unless otherwise agreed to by Canyon in writing. Customer shall commence paying the reservation charge the later of (a) the date Canyon is ready to commence service or (b) Customer shall reimburse Canyon in kind for any Fuel Gas and Unaccounted For Gas to perform service hereunder.

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Original Sheet No. 102 Original Sheet No. 102 : Superseded

FCS TRANSPORTATION AND COMPRESSION
SERVICE AGREEMENT

7. NOTICES: Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Agreement shall be in writing and shall be considered as duly delivered when received by registered or certified mail by said party to the following addresses of the other party hereto:

STATEMENTS/INVOICES/ACCOUNTING RELATED MATERIALS:

Canyon Creek Compression Company
701 East 22nd Street
Lombard, Illinois 60148-5072

Attention: Gas Accounting Department

PAYMENTS ONLY:

Canyon Creek Compression Company
701 East 22nd Street
Lombard, Illinois 60148-5072

Attention: Controller

GENERAL CORRESPONDENCE:

Canyon Creek Compression Company
c/o Natural Gas Pipeline Company of America
P.O. Box 283
Houston, Texas 77001-0283

Attention: Gas Transportation Department

Customer: NOTICES/STATEMENTS/INVOICES:

.....
.....
.....
Attention:

or such other address as either party shall designate by formal written notice. Routine communications, including payments, shall be considered as duly delivered when received by ordinary mail but

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Original Sheet No. 103 Original Sheet No. 103 : Superseded

FCS TRANSPORTATION AND COMPRESSION
SERVICE AGREEMENT

not later than six (6) days from the date of postmark. Operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation is requested by either party hereto.

8. OTHER: Check if applicable:

..... This Agreement supersedes and cancels a transportation agreement dated

..... Additional terms are specified in Exhibit(s)

9. The Exhibit(s) identified above are incorporated by reference and are a part of this Agreement. This Agreement constitutes the entire Agreement between the parties and no oral waiver, representation or agreement shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing and executed by authorized representatives of the parties.

10. The laws of the State of shall govern the validity, construction, interpretation and effect of this Agreement, excluding, however, the laws thereof governing the conflicts of law.

Agreed to by:

CANYON CREEK COMPRESSION COMPANY

CUSTOMER

By:
Name:
Title:

By:
Name:
Title:

Effective Date: 05/01/1991 Status: Effective

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Original Sheet No. 104 Original Sheet No. 104 : Superseded

EXHIBIT A

Dated

| Point(s) of Receipt (Name) | Location | Maximum Daily Quantity (MDQ) (Mcf) (MMBtu) | Assumed Atmospheric Pressure (psi) | Maximum Delivery Pressure (psig) |
|----------------------------------|----------|--|---|---|
| | | | | |
| | | | | |
| | | | | |

Total Firm Receipt Quantity

Gas to be received by Canyon at the point(s) of receipt shall be delivered by Customer at a pressure sufficient to enter Canyon's facilities, but Customer shall not deliver gas at a pressure above the maximum delivery pressure stated for each point of receipt.

| Point(s) of Delivery (Name) | Location | Maximum Daily Quantity (MDQ) (Mcf) (MMBtu) | Assumed Atmospheric Pressure (psi) | Maximum Delivery Pressure (psig) |
|-----------------------------------|----------|--|---|---|
| | | | | |
| | | | | |
| | | | | |

Total Firm Delivery Quantity

Gas to be delivered by Canyon to Customer, or for Customer's account at the point(s) of delivery shall be at the pressures available in Canyon's facilities from time to time as designated by Canyon, but not in excess of the maximum delivery pressure stated above.

This Exhibit A is effective, 19... It shall supersede the Exhibit A dated, 19...

CANYON CREEK COMPRESSION COMPANY
as Canyon as CUSTOMER

By: By:
Name: Name:
Title: Title:

Effective Date: 05/01/1991 Status: Effective

FERC Docket: RP91-123-000

Sheet Nos. 105 - 120 Sheet Nos. 105 - 120 : Superseded

Sheet Nos. 105 through 120
are being reserved for
future use.

Effective Date: 05/01/1991 Status: Effective

FERC Docket: RP91-123-000

Original Sheet No. 121 Original Sheet No. 121 : Superseded

ICS TRANSPORTATION AND COMPRESSION
SERVICE AGREEMENT

THIS AGREEMENT, made and entered into as of this day of
....., 19.., by and between CANYON CREEK COMPRESSION COMPANY,
a general partnership under the laws of Illinois, (Canyon) and
....., a, (Customer) on the following
terms and conditions:

1. GENERAL TERMS: All terms and conditions of Canyon's Rate Schedule ICS (including the General Terms and Conditions), as may be revised or superseded from time to time (Rate Schedule), are hereby incorporated by reference and are a part of this Agreement. As between the parties, Canyon shall construe and apply the operating conditions in Canyon's Rate Schedule. In the event of a conflict between this Agreement and the Rate Schedule, the Rate Schedule controls.
2. TRANSPORTATION AUTHORITY: Subpart of Part 284 of the Commission's Regulations.
3. MAXIMUM DAILY QUANTITIES (MDQ); RECEIPT AND DELIVERY POINTS: A total of MMBtu per day. The receipt point(s) and the delivery point(s) and the MDQ's for each such point(s) are specified on Exhibit hereto.
4. CUSTOMER, "ON BEHALF OF" ENTITY(S):
 - (a) Customer is a(n)
 - (b) Transportation shall be on behalf of which is a(n)
5. TERM OF AGREEMENT: until and shall continue month to month thereafter, unless cancelled by five (5) days' prior notice by either party. Termination will not cancel the balance of gas owed to either party.
6. RATE AND FUEL: The maximum rates or charges (including the maximum rates and charges relating to facilities, ACA and any other applicable add-on) in effect from time to time under the Rate Schedule, unless otherwise agreed to by Canyon in writing. Customer shall reimburse Canyon in kind for any Fuel Gas and Unaccounted For Gas to perform service hereunder.

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Original Sheet No. 122 Original Sheet No. 122 : Superseded

ICS TRANSPORTATION AND COMPRESSION
SERVICE AGREEMENT

7. NOTICES: Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Agreement shall be in writing and shall be considered as duly delivered when received by registered or certified mail by said party to the following addresses of the other party hereto:

STATEMENTS/INVOICES/ACCOUNTING RELATED MATERIALS:

Canyon Creek Compression Company
701 East 22nd Street
Lombard, Illinois 60148-5072

Attention: Gas Accounting Department

PAYMENTS ONLY:

Canyon Creek Compression Company
701 East 22nd Street
Lombard, Illinois 60148-5072

Attention: Controller

GENERAL CORRESPONDENCE:

Canyon Creek Compression Company
c/o Natural Gas Pipeline Company of America
P.O. Box 283
Houston, Texas 77001-0283

Attention: Gas Transportation Department

Customer: NOTICES/STATEMENTS/INVOICES:

.....
.....
.....
Attention:

or such other address as either party shall designate by formal written notice. Routine communications, including payments, shall be considered as duly delivered when received by ordinary mail but

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Original Sheet No. 123 Original Sheet No. 123 : Superseded

ICS TRANSPORTATION AND COMPRESSION
SERVICE AGREEMENT

not later than six (6) days from the date of postmark. Operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation is requested by either party hereto.

8. OTHER: Check if applicable:

..... This Agreement supersedes and cancels a transportation agreement dated

..... Additional terms are specified in Exhibit(s)

9. The Exhibit(s) identified above are incorporated by reference and are a part of this Agreement. This Agreement constitutes the entire Agreement between the parties and no oral waiver, representation or agreement shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing and executed by authorized representatives of the parties.

10. The laws of the State of shall govern the validity, construction, interpretation and effect of this Agreement, excluding, however, the laws thereof governing the conflicts of law.

Agreed to by:

CANYON CREEK COMPRESSION COMPANY

CUSTOMER

By:
Name:
Title:

By:
Name:
Title:

